

Rye Nature Center Education Program and Outreach Request for Expressions of Interest

The City of Rye is soliciting expressions of interest from local community groups interested in running environmental education programs at the Rye Nature Center.

To be considered the following items must be addressed as part of the expression of interest:

1. The name and address of the proposed operator and a brief description of the organization including a copy of the Articles of Organization, Corporate Bylaws and tax status.
2. A clear outline of the programs to be run at the facility.
3. A response to the proposed draft operating agreement, stating the organizations willingness to comply with the City's requirements as outlined.
4. A plan for administration/management of the programs that does not include any clerical or administrative assistance being provided by the City of Rye.

The Facility

The Rye Nature Center is a unique asset in the community. The 47-acre Nature Reserve includes an environmental education facility. The facility includes a large multi-purpose room (approximately 570 square feet) serviced by two restrooms and a 130 square foot kitchen. There is office space of the program room that includes 180 square feet. Remaining "common space" in the facility is 582 square feet.

City Goals for the Facility

The Rye Nature Center has functioned as an environmental education center for over forty years. While budget restraints forced the City of Rye to change it's operating model, there is still a strong desire to see the facility used for this important purpose. The City's objectives are as follows:

1. To host environmental programs;
2. To minimize the City's expense and involvement in the direct provision of this service; and
3. To have a justifiable return on the use of this asset.

Evaluation of Proposals

Proposals, which can expect most favorable treatment, will be those who meet the City's goals for use of the facility and identify the specific economic feasibility of all elements of the proposal. Proposals, which involve the broadest community use, will be judged higher. Each proposal will be rated highly advantageous, advantageous, or not advantageous based upon the following Comparative Evaluation Criteria:

Highly Advantageous:

- ❑ The plan for program management is clear and complete.
- ❑ The organization has a solid track record of program management and presents a proposal consistent with environmental education.
- ❑ The organization has familiarity and experience with the environmental education programs of the Rye Nature Center.
- ❑ The organization is willing to satisfy all of the terms of the proposed draft operating agreement.
- ❑ No administrative responsibilities are expected of City of Rye Personnel in order for the proposer to carry out their programmatic responsibilities.
- ❑ The City of Rye will see a positive financial return on the use of this asset.

Advantageous:

- ❑ The plan for administration, occupancy and improvements is clear and complete.
- ❑ The organization is willing to satisfy most of the terms of the proposed draft operating agreement.
- ❑ The organization has familiarity and experience with environmental education programs.
- ❑ No administrative responsibilities are expected of City of Rye Personnel in order for the proposer to carry out their programmatic responsibilities.
- ❑ The City of Rye will have no financial exposure beyond the funds appropriated with the 2003 Budget.

Not Advantageous:

- ❑ The plan is less than clear and complete.
- ❑ Use of the building is not consistent with environmental education objectives.
- ❑ The organization has no experience with environmental education programs.
- ❑ The organization is not able to satisfy most of the terms of the proposed draft operating agreement.

- ❑ Administrative responsibilities are expected of City of Rye Personnel in order for the proposer to carry out their programmatic responsibilities.
- ❑ The City of Rye will see no return on investment on the use of the asset, and in fact will be required to expend funds over and above those anticipate in the 2003 Budget.

**Ten copies of the proposal should be submitted
by Monday, January 6, 2003 to:**

Julia D. Novak, City Manager

City of Rye City Hall

1051 Boston Post Road

Rye, New York 10580

914.967.7409

jnovak@ci.rye.ny.us

Proposed Operating Agreement
Subject to Negotiation
With the Successful Proposer

License Agreement between _____ and the City of Rye for the purpose of providing environmental education programs at the City owned Rye Nature Center.

The Rye Nature Center is located in the Conservation District, zoned for use as "Nature preserves, wildlife conservation areas and natural areas." The following accessory uses are specifically permitted in this zone: "Appurtenant service buildings including caretaker's and equipment housing, pavilions, auxiliary facilities for providing related educational and instructional services, walkways, bridges, service and access roadways or other accessory transportation facilities which may be required as accessory to the permitted main use." Any uses planned by the Licensee must fit the spirit and intent of the assigned zoning.

Term

This Agreement shall take effect the ____ day of _____, 2003 and shall be for an initial term of three years. The contract with the Operator may be renewed for subsequent three-year terms by mutual consent. Either party shall have the right to terminate this agreement at any time during the initial or subsequent term of the Agreement by providing ninety days notice to the other.

Rent

In return for the consideration of \$____/year payable to the City, The Operator shall have priority (but not exclusive) access to the Nature Center for the purpose of providing environmental education programs. Access excludes the office assigned to the City Naturalist, as well as the private residence located on the upper levels of the facility. Such priority access shall be subordinate to the program requirements of RCSD programs run by the City and may be modified subject to mutual consent. Additionally, such priority use shall be done with the explicit understanding that the City Naturalist assigned as facility manager shall at no time be denied access or movement throughout the facility.

Schedule of Use

The schedule of use for the facility will be developed between the Operator and the City's facility manager quarterly, with the subsequent quarters plans being determined thirty days prior to the start. The City retains the right to program the facility at any time not scheduled by the Operator so as to maximize revenues to the City (including special programs, birthday parties, etc. supervised by the City's Facility Manager.) The City also retains the right to utilize the facility for staff meetings/commission meetings, etc. as necessary and appropriate.

Obligation of the City of Rye

The City shall maintain responsibility for the routine maintenance of the building, specifically excluding janitorial/custodial services.

Exterior maintenance of the property is limited to the City's responsibility to plow and maintain the entrance road to the facility and the parking area.

The grounds of the Rye Nature Center ("Nature Center") will be maintained by volunteers or other such work force as may be assigned from time to time, under the exclusive direction of the City and the City Naturalist/Facility Manager.

The City shall, subject to annual appropriations, provide funding for full-time Naturalist who shall be responsible for overall facility management, as well as the provision of programs to the Rye City School District ("RCSD"). The responsibility for RCSD programs may be modified in the future subject to mutual agreement.

Use of Premises and Common Areas

The Operator shall have priority (but not exclusive) access to the Nature Center, excluding the office and private residence of the City Naturalist. Such priority access shall be subordinate to the program requirements of RCSD programs run by the City and may be modified subject to mutual consent.

The Operator shall be required to return the space to a set configuration determined by the City Naturalist following all programs, and to ensure that the facility is cleaned subsequent to each use.

Repairs, Maintenance and Alterations

City shall, at all times at its own expense, keep and maintain the Building, including the Premises, and all partitions, doors, fixtures, signs, equipment and

appurtenances thereof in good order and repair, and in a neat, safe, clean and orderly condition.

All repairs and replacements, ordinary or extraordinary and foreseen or unforeseen to the Building and/or the Premises, including electrical, heating, ventilating and air-conditioning systems and installations therein, shall be performed by Landlord at Landlord's sole cost and expense.

Licensee shall be responsible for preparing and breaking down the program space for all programs and for the routine custodial requirements necessary to keep the facility sanitary and always ready for use by the City or other subordinate user.

The City shall be responsible for preparing and breaking down the program space and performing related custodial duties for programs administered by or supervised by the City.

Insurance

- (a) The City shall maintain fire and extended coverage insurance covering the Building in such commercially reasonable amounts, as it shall require payable solely to the City. Licensee shall obtain at its expense and maintain, in an amount equal to eight percent (80%) replacement cost, fire and extended coverage insurance on all of its personal property, including movable trade fixtures, located in the Premises. Licensee shall, at the City's request from time to time, provide current certificates of insurance evidencing compliance.
- (b) Licensee and City shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Premises and the Building, as the case may be, with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company reasonably approved by Landlord, such insurance to afford minimum protection or not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. City shall be listed as an additional insured on Licensee's policy or policies of comprehensive general liability insurance, and Licensee shall provide Landlord with current certificates of insurance evidencing Licensee's compliance with this Paragraph.

Indemnity

Except and to the extent of City's negligence (or that of its employees, agents or contractors), City shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers, or invitees for any injury to person or damage to property

occurring on the Premises or caused by any act, omission, or neglect of Licensee, its agents, servants, or employees, invitees, licensees or any other person entering the Building under the invitation of Licensee or arising out of the use of the Premises or the Common Areas by Licensee and the conduct of its business or out of a default by Licensee in the performance of its obligations hereunder. Licensee hereby indemnifies and holds the City harmless from all liability and claims for any such damage or injury.

Notwithstanding anything contained in this Agreement to the contrary, the City agrees to defend and shall indemnify and hold Licensee harmless from and against any injury, loss, claims or damages arising from personal injury or death or damages to, or destruction of property occurring in or upon the Building (exclusive of the Premises and the Common Room at such time as said room is under exclusive control of Licensee) unless such injury, loss, claims or damages can be attributable to the negligence of Licensee or Licensee's employees, agents or contractors.

Waiver of Subrogation Rights

Anything in this Agreement to the contrary notwithstanding, City and Licensee each hereby waive any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or the Building of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under the terms of the standard fire and extended coverage insurance policies referred to in this document, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees.

Miscellaneous

Each year, the Operator shall furnish to the City a report that includes a summary disclosure of the funds available to the Operator for its portion of the management of the Nature Center, a financial operating statement, and a summary of the curriculum provided to its program participants.

Operator shall be responsible for returning registration fees for cancelled programs and activities.